

PIANO BANK PUBLIC SPACE AGREEMENT

| Organization Name (hereinafter known as "Public Space") | Mid-Valley Performing Arts Center |
|---|--|
| Organization Contact, Title | <u>Jessica Liebrecht</u> |
| Contact Phone Number | 385-468-2581 |
| Contact Email | JLiebrecht@slco.org |
| Piano Placement Address | 2525 Taylorsville Blvd, Taylorsville, UT 84129 |

| Mundi Project Contact Information | | | |
|-----------------------------------|---|--|--|
| Contact | Cody Goetz, Associate Director | | |
| Contact Phone Number | 920-740-0300 | | |
| Contact Email | cgoetz@mundiproject.org | | |
| Mailing Address | PO Box 520696, Salt Lake City, UT 84152 | | |

This agreement is for the services described below between Public Space and Mundi Project. Public Space hereby agrees to the following provided all terms and conditions set forth including those listed in "Additional Terms and Conditions," effective as of the date signed.

Section I. Piano Ownership: Piano Bank Pay-What-You-Can Program

Except for Title-1 schools, accepted applicants will be enrolled in the Piano Bank Pay-What-You-Can Program. From the date of the piano placement, applicants will make a pay-what-you-can payment towards the program with the option to pay the balance in 12, 6, or 1-month installments. Please see specifics in "Section V Financial Agreements."

Piano placement constitutes piano ownership. Therefore, all responsibility for maintenance and upkeep of the instrument becomes the responsibility of the Public Space, other than those arrangements outlined in Section V.

Section II. One-Time Donor Acknowledgment

The organization agrees to acknowledge Mundi Project in the following ways once the piano is placed:

Provide Mundi Project with post-placement photos and videos of the piano

Not remove the small plaque on the placed piano

Acknowledge Mundi Project on their social media accounts and website

Section III. Annual Piano Usage and Reporting

The organization agrees to supply data on an annual basis for **a minimum of two years** regarding actual usage of the piano in the following ways:

Quantitative Reporting

Record the number and type of events in which the piano was used

Estimate the number of youths and adults that benefited from the piano's usage

Qualitative Reporting

Share a story of how the piano benefited the organization and the community

Upload a minimum of one media release friendly event photo or short video

This information is essential to Mundi Project's ongoing mission. A separate Jotform will be sent to the organization in January of each calendar year to help facilitate the reporting process.

Section IV. Piano Return Policy

If the piano ceases to be valuable as an educational or performance resource, the organization agrees to contact Mundi Project regarding donating the piano back. The instrument will be required to undergo our donation and appraisal process. Donating the piano back to Mundi Project does not constitute a refund or cancellation of any Pay-What-You-Can fees paid or due during the term.

Section V. Financial Arrangements

Per this agreement, the financial arrangements Public Space and Mundi Project are as follows. Once pianos are placed, Mundi Project will invoice Public Space for the amounts below.

| Baldwin Grand Piano Model L Serial #: 196406 | | | | |
|--|---------|---|--|--|
| Item | Amount | Note | | |
| Program Service Fee | \$2,400 | Includes moving, two tunings, and admin fees | | |
| Dolly | \$700 | \$550 for dolly; \$150 for shipping | | |
| Dolly Install | \$0 | Piano Technicians will install dolly at no cost to Mid-Valley | | |
| Piano Cover | \$218 | Standard Macintosh Cover | | |
| Total | \$3,318 | | | |

| Baldwin Upright Piano Serial #: 426558 | | | | |
|--|------------|---|--|--|
| Item | Amount | Note | | |
| Program Service Fee | \$1,200 | Includes moving, two tunings, and admin fees | | |
| Dolly | \$376.06 | \$305 for dolly; \$71.06 for shipping | | |
| Dolly Install | \$0 | Piano Technicians will install dolly at no cost to Mid-Valley | | |
| Piano Cover | \$200 | Standard Macintosh Cover | | |
| Total | \$1,776.06 | | | |

| Cost Summary | | | | |
|-----------------|-------------|-----------------------|--|--|
| Item | Amount | Note | | |
| Baldwin Grand | \$3,318.00 | Billed as one invoice | | |
| Baldwin Upright | \$1,1776.06 | Billed as one invoice | | |
| Total | \$5,094.06 | | | |

Section VI. Additional Guidelines, Terms, and Conditions

This agreement shall be governed by the laws and in the courts of the State of Utah and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the agreement shall take place in the County of Salt Lake, in the State of Utah.

This contract constitutes the sole, complete, and binding agreement between Public Space and Mundi Project. Any questions relating to this agreement shall be interpreted in accordance with the laws of the State of Utah.

Section VII. Signatures

| Public Space Signature: | | Date: | |
|--------------------------|--------------|------------|--|
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| Mundi Project Signature: | | Date: | |
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| Craig Wangsgard | | sgard | |

Deputy District Attorney